

Case No.: 2:14-cv-01717-GMN-NJK

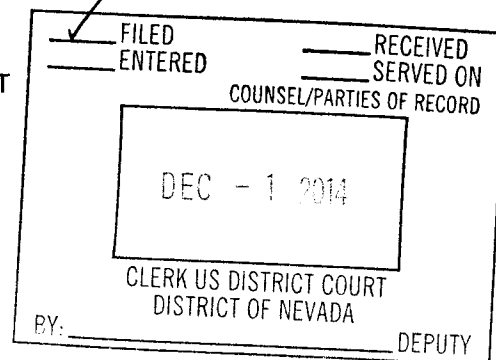
UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

HAKKASAN LV, LLC, a Nevada limited liability company,
HAKKASAN LIMITED, a foreign private limited company,

Plaintiffs,

Vs.

Mark Daniel Adamczyk et al,
Defendant,



Mark Daniel Adamczyk ("Adamczyk"), pro se, initial response to Plaintiff ("plaintiffs") complaint

PARTIES

1. Mark Daniel Adamczyk is only party to this matter. Affidavits will be filed at a later date.
Godaddy contact WHO.GODADDY.com updated all domains including Hakkasan.net and HakkasanBottleService.com in error. IDriveOrlando, LLC only domain with Adamczyk is IDriveOrlando.com and has nothing to do with this case. Further, James Adamczyk information is false as well, his only domain under Mark Adamczyk account is JimAdamczyk.com, but again all contact information was changed on all domains in error. Adamczyk updated all, not one in error and can show the court if needed.

DEFENDANT RESPONSE TO ALLEGATIONS OF ALL COUNTS

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2. Hakkasan is a nightclub in Las Vegas, Nevada. The success of the nightclub comes from hundreds, if not thousands of VIP hosts promoting the nightclub commissioned by Plaintiffs. These same promoters use the Hakkasan nightclub flyers, logo and images through social media, Instagram, facebook, and other websites such as Galavantier.com, and VIPVegas.com just to name a few.
3. Adamczyk was commissioned by a Vegas VIP hosting company to get Bottle Service leads. Adamczyk built this for the new nightclub Hakkasan that opened and the domain registration date proves that.
4. Adamczyk has sent numerous leads to the VIP host whom have booked tables at the nightclub. Hakkasan has NOT suffered ANY harm or damages from anyone booking through the website! NOR can they prove any harm or damages in court that have occurred or will occur from the website [EMPHASIS]. In fact, they have MADE money because of defendant website since they only pay 10% off of a VIP booking. With an average VIP table going for around \$1k minimum spend. That is only \$100 commission to the \$900 to Plaintiffs. Adamczyk does not receive commission though. A set monthly payment from the Vegas VIP host. Adamczyk offered to settle this with Plaintiffs for only his costs and contract with the VIP host which is pennies on the dollar compared to the filing of this lawsuit and lawyers time involved. Plaintiffs refused. Adamczyk merely trying to settle this without wasting this precious court or honorable Judge time.

FIRST CLAIM FOR RELIEF (Cybersquatting) RESPONSE

5. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.

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6. Cybersquatting is the act of buying a domain with bad intent to sell to the copyright or trademark owner. Adamczyk has proved that this is not the case. Adamczyk setup an entire website to get leads for a VIP host in Vegas. Further, Adamczyk did not use the Hakkasan logo in the header. Also, Adamczyk put in the footer clearly "for promo use only" and "not associated with Hakkasan."
7. Plaintiffs complaint here is moot based on these facts and the anti-cybersquatting laws. Adamczyk merely trying to settle this without wasting this precious court or honorable Judge time. Had Adamczyk never put a website up or send leads to a VIP host, and asked for 4k in payment. It would be CyberSquatting. Plaintiffs can easily go to ICANN to do a resolution instead of court as well.
8. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

SECOND CLAIM FOR RELIEF

(Trademark Infringement and Counterfeiting Under the Lanham Act, 15 U.S.C. § 1114) RESPONSE

9. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
10. Adamczyk makes it clear with the "BOTTLE SERVICE" in the name and the redirect to VIPTABLERESERVATIONS.com that these people are looking for VIP reservations for bottle service at a nightclub. There is no confusion in the marketplace. Hakkasan commissions outside VIP hosts to gain popularity of the nightclub so they can bring in clients. This is simply a website setup to get leads. Adamczyk has NOT and NEVER has asked for a credit card or taken money acting as Hakkasan.

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11. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

THIRD CLAIM FOR RELIEF

(Copyright Infringement Under 17 U.S.C. § 501) RESPONSE

12. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
13. Adamczyk insists if you simply type # (hashtag) Hakkasan on Instagram.com or twitter or facebook you will have a million in copyright infringement lawsuits. This is ridiculous. Adamczyk obviously does not own the images to inside the nightclub. However, who is to say Adamczyk did not purchase them from the photographer? Or Adamczyk did not take the pictures himself or the VIP host in Las Vegas did not get authorization? Hakkasan is going to claim they own copyright to every image on the internet of the nightclub? Party Goers can't take a picture of the DJ at the nightclub with their cell phone and post to a blog or website? Plaintiffs copyright infringement claims here are moot.
14. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

FOURTH CLAIM FOR RELIEF

(Unfair Competition under the Lanham Act, 15 U.S.C. § 1125(a)) RESPONSE

15. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
16. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

FIFTH CLAIM FOR RELIEF

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(Common Law Trademark Infringement) RESPONSE

17. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
18. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

SIXTH CLAIM FOR RELIEF

(Deceptive Trade Practices

Under N.R.S. § 598.0915) RESPONSE

19. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
20. Adamczyk has stated and clearly states not associated with Hakkasan, does not use the logo, and says for promo use only. Also, the domain is "BOTTLE SERVICE" and all leads are sent to VIPTableReservations.com. This clearly is not deceptive at all and visitors looking for VIP at Hakkasan clearly get exactly what they are looking for.
21. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

SEVENTH CLAIM FOR RELIEF

(Intentional Interference with Prospective Economic Advantage) RESPONSE

22. Defendant incorporates the allegations in the preceding paragraphs as if fully set forth herein.
23. Adamczyk has every right, as long as Plaintiffs are commissioning VIP hosts to book VIP tables at their nightclub, to have this website up. There is no interference and no harm or damages done to Plaintiff as a result of it being up.
24. Plaintiffs have not and cannot prove ANY [EMPHASIS] harm or damages based on Adamczyk actions of this website.

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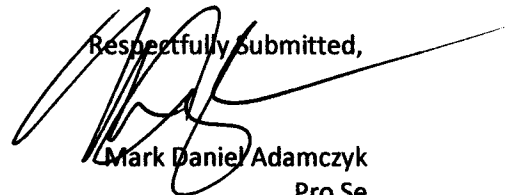
PRAYER FOR RELIEF

WHEREFORE, Adamczyk respectfully pray that the Court grant the following relief:

- A. Made Plaintiffs amend lawsuit to proper parties.
- B. Demand Jury Trial.
- C. Deny and dismiss all claims against Adamczyk.
- D. All other relief to which Defendant is entitled.

Dated November 12, 2014

Respectfully Submitted,



Mark Daniel Adamczyk

Pro Se

PO Box 618690 Orlando FL 32861

407-777-8777

Mark@VIPTableReservations.com

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CERTIFICATE OF SERVICE

M. Adamczyk
112 Meadowfield Dr.
Longwood, FL 32779



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